

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF  
ALABAMA RECEIVED  
NORTHERN DIVISION

2008 JAN 25 P 3:39

UNITED STATES OF AMERICA )

Plaintiff, )

v. )

APPROXIMATELY TWELVE )  
THOUSAND (\$12,000) DOLLARS IN )  
UNITED STATES CURRENCY )

Defendant. )

) DEBRA P. HACKETT, CLK  
CIVIL ACTION NO. 2:07-cv-687-ID  
MIDDLE DISTRICT ALA

**NOTICE OF FILING EVIDENTIARY SUBMISSION**

The Defendant files the attached, Defendant's Exhibit B, Loan check from 1<sup>st</sup> Franklin Financial Services, in support of their Motion For Summary Judgment:



Dustin J. Fowler  
Buntin, Etheredge, & Dowling, LLC  
185 N. Oates Street  
Dothan, Alabama 36301

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Motion has been mailed by U.S. First Class Mail, postage prepaid, and/or hand delivered to the following of record on this the 25<sup>th</sup> day of January, 2008.

John Harmon  
United States Attorney  
Middle District of Alabama  
131 Clayton Street  
Montgomery, Al 36101-0197



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Dustin Fowler

## LOAN AGREEMENT

ACCOUNT NUMBER

3687-004901-90

BORROWER'S NAME / MAILING ADDRESS (Called "you" and "your"):

DERRICK W DAVIS  
2903 ELLINGTON ST  
DOTHAN, AL 36303-2335

Lender's Name and Address (Called "we", "us", and "our"):

**1ST FRANKLIN FINANCIAL CORPORATION**2940 ROSS CLARK CIRCLE  
DOOTHAN, AL 36301

DATE OF LOAN	FIRST PAYMENT DUE DATE	REMAINING PAYMENTS DUE SAME DAY EACH MONTH AS FIRST PAYMENT IF NO SUCH DAY EXISTS ON LAST DAY OF MONTH.	FINAL PAYMENT DUE DATE	FIRST PAYMENT	OTHER PAYMENTS	AGE	PAYABLE IN
11/27/2006	01/08/2007		12/08/2008	\$ 160.00	\$ 160.00	25	MONTHLY 24 PAYMENTS

## ITEMIZATION OF AMOUNT FINANCED

\$ _____	N/A Amount Paid on Your Prior Account	
\$ 2,306.97	Total Amount Paid To You or To You and Others at Your Request →	
* \$ 16.50	Public Officials - Filing Fees	
* \$ _____	Ins. Company - Non-Filing Ins.	
* \$ 312.00	Ins. Co. - Auto Insurance Coverage	\$ 2,687.94
* \$ _____	Ins. Co. - 7 Day Disability Ins. - Mo. Benefit	\$ NONE
* \$ 52.47	Ins. Co. - Life Ins. Type & Cov. Single Decreasing	\$ 2,847.94
* \$ _____	Ins. Co. Personal Property Ins. Type & Cov. - SINGLE INT.	\$ NONE
* \$ _____	Ins. Co. Personal Property Ins. Type & Cov. - DUAL INT.	\$ NONE
* \$ _____	United Motor Club - Motor Club Membership	
\$ 2,687.94	AMOUNT FINANCED	

## LIST OF CHECKS TO YOU OR TO YOU AND OTHERS

\$ 2,306.97	You
\$ _____	You and _____

\*THESE AMOUNTS ARE PAID TO OTHERS ON YOUR BEHALF.

\$ 960.06	Interest	
\$ 120.00	Interest Surcharge	
\$ 72.00	Account Maintenance Fee	30.00 % Simple Interest Rate Per Annum
\$ 1,152.06	FINANCE CHARGE	35.68 % ANNUAL PERCENTAGE RATE
\$ 3,840.00	TOTAL OF PAYMENTS	

\*You acknowledge that we may have a financial interest in the sale of products by virtue of commission income that we may receive.

**NOTE AND SECURITY AGREEMENT**

This NOTE AND SECURITY AGREEMENT, (hereinafter referred to as "Agreement") covers your indebtedness with 1st Franklin Financial Corporation. If you have any questions about the provisions of this Agreement, please do not hesitate to ask.

**PROMISE TO PAY:** You agree to pay to us or to our order the Amount Financed shown above plus Finance Charge and other charges, all as provided in the Agreement. Finance Charge will include the Interest Surcharge and Account Maintenance Fee as shown above and Interest computed at the Simple Interest Rate Per Annum shown above on actual unpaid balances of the Amount Financed plus Interest Surcharge for the actual time outstanding. Interest begins to accrue on the Date of Loan as shown above. The Account Maintenance Fee will accrue on each payment due date and will be collected from the first payment received by you after the date of accrual including a payment which prepays this loan in full.

**PAYMENTS:** You agree to pay monthly payments in the amounts and on the dates shown above; provided, however, interest shall not accrue on the Account Maintenance Fee. If your payment is early, you will pay less interest than if you pay on the scheduled date. If your payment is late, you will pay more interest. Each payment will be applied in the following order to: (1) returned check charges and collection costs, (2) finance charge, and (3) the unpaid balance. Acceptance by us of a late payment does not excuse future late payments. Failure by us to collect any charge shall not be a waiver of our right to collect charges thereafter. If you pay ahead, you must still make each payment as scheduled.

**LATE PAYMENT:** If a payment is 10 days late, you may be charged \$10 or 5% of the amount of the scheduled payment in default, whichever is greater, not to exceed \$100. We will not collect a late charge more than once for the same monthly payment. Acceptance by us of a late payment or late charge does not excuse your failure to make a payment or mean that you may continue to make payments after they are due. You agree to pay any costs incurred by us in the collection of this Note in the event of your default, including attorney's fees of 15% of the unpaid balance in the event the account is referred to an attorney not a salaried employee of ours for collection and the Amount Financed of this Note exceeds \$300.00. Please refer to the provisions set forth on the reverse side for additional terms and conditions in the event of default.

**PREPAYMENT:** You may prepay the whole or any part of this Note at any time without penalty. A partial prepayment shall not affect your obligation to continue to pay regular payments required hereunder until the entire indebtedness has been paid in full. If this loan is renewed or refinanced by us within 90 days from the date of loan, we will refund a portion of the interest surcharge on a daily pro rata basis, however, we will always retain up to \$25 of the Interest Surcharge. If this loan is renewed or refinanced or paid in full, you will be entitled to a refund or credit of any unearned portion of the Account Maintenance Fee computed in accordance with the provisions of Section 5-19-4, Code of Alabama, as amended. You agree that any insurance written in connection with this loan must be cancelled as of the date you prepay your loan in full (by cash, a new loan, refinancing, or otherwise) and that the unearned portion of the premiums for this insurance will be applied to reduce the loan balance you owe to us. No refund of non-filing insurance will be given. Refer to the accompanying insurance certificates for complete information concerning cancellation.

**RETURNED CHECK CHARGE:** If you make a payment with any check, draft, negotiable order of withdrawal, or like instrument drawn on a bank or other depositary institution and such instrument is dishonored by such institution, you further agree to pay us \$30 (or such higher amount as permitted by Alabama law).

**WAIVERS:** You waive your right to have a trial by jury resolve any dispute alleged against us. You waive your right to have a court, other than a small claims court, resolve any dispute alleged against us. You waive your right to serve as a representative, as a private attorney general, as a member of a class action as a participant in any lawsuit or arbitration filed against us by a third party.

On the reverse side of this document, there is a continuation of the agreement, which contains important provisions, including a grant by you of a security interest in certain property.

**SIGNATURES:** When you sign below, you are agreeing to all the terms and conditions of this Loan Agreement and acknowledge receipt of a copy. The Borrower who signs first also acknowledges receipt of a certificate of insurance for any insurance written in connection with this loan. Cosigner acknowledges receipt of two copies of the Federal Trade Commission Notice to Cosigner.

**ALTERNATIVE DISPUTE RESOLUTION AGREEMENT:** BORROWER AND LENDER DO AGREE TO AN ALTERNATIVE DISPUTE RESOLUTION FOR THE SETTLEMENT OF ANY CONTROVERSIES BETWEEN THEM. THE TERMS OF THE ALTERNATIVE DISPUTE RESOLUTION AGREEMENT ARE SET FORTH IN A SEPARATE AGREEMENT. THE PARTIES HEREBY ACKNOWLEDGE THAT THE AGREEMENT OF THE BORROWER TO ENTER INTO THE SEPARATE AGREEMENT IS A MATERIAL INDUCEMENT TO THE LENDER'S ENTERING INTO THIS AGREEMENT WITH THE BORROWER.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT!

Executed on behalf of Lender by:

4/21/2017 10:41:17 AM (EST)